

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Trustees of the University of Pennsylvania

Plaintiff,

vs.

Credforce America, Inc.

Defendant.

No. 2:20-cv-05096-PBT

Civil Action

DECLARATION OF PATRICK J. TROY

I, Patrick J. Troy, hereby state as follows:

1. I am an attorney with the law firm of Sirlin Lesser & Benson, PC and counsel for plaintiff Trustees of the University of Pennsylvania. I am a member of the Bar of the United States District Court for the Eastern District of Pennsylvania. I am familiar with the facts and pleadings in this action, and I am authorized to make this declaration on behalf of Plaintiff.

2. As alleged in the Complaint (Doc. 1), Plaintiff is the Trustees of the University of Pennsylvania, a Pennsylvania nonprofit corporation, by its agent the Aresty Institute of Executive Education of the Wharton School. Defendant is CredForce America, Inc. ("Defendant"). Defendant was responsible for marketing some of Plaintiff's executive education programs and managing the registration and application processes, paying a set rate for an agreed-upon minimum number of "seats" in such programs. On each of November 7, 2017, October 10, 2018, and March 18, 2019, CredForce America, Inc. executed agreements with Plaintiff (acting through the Aresty Institute of Executive Education at the Wharton School) for the design and delivery of executive education programming (the "Agreements"). As of the date of the Complaint, Defendant has refused to pay Plaintiff the invoiced amount of \$953,570, plus

interest in the amount of at least \$206,437, totaling \$1,160,007 due under the Agreements. Additionally, Defendant has been using to use Plaintiff's intellectual property without authorization. Accordingly, the Plaintiff brought claims against the Defendant for breach of contract, promissory estoppel, account stated, and for trademark infringement under 15 U.S.C. §1114 et al.

3. Plaintiff filed the Complaint (Doc. 1) in the above-captioned action on October 14, 2020.

4. On October 16, 2020, Plaintiff sent Defendant a Request for a Waiver of Service of the Summons in compliance with Federal Rule of Civil Procedure 4(d)(A)-(G). *See* Doc. No. 3.

5. Defendant returned an executed copy of the Waiver of Service dated November 11, 2020. *See* Doc. No. 3.

6. Defendant's answer to the Complaint was due on December 15, 2020, no extension of time has been requested or granted, and the time for Defendant to file an answer to the Complaint has expired. *See* Federal Rule of Civil Procedure 4(d)(3); *see* Doc. No. 3.

7. As of the date of this filing of the request for entry of the default, no answer (or motion to dismiss or of any kind) has been filed by Defendant.

8. Because Defendant has failed to plead or otherwise defend as set forth in this declaration, the Clerk of Court must enter a default against defendant CredForce America, Inc. under Federal Rule of Civil Procedure 55(a)

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on December 21, 2020.

/s/ Patrick J. Troy
Patrick J. Troy (PA Id. 89890)